

General Terms and Conditions of APARTHOTEL am SÜDKANAL

1. SCOPE OF APPLICATION

1. **Important note:** This document is merely a translation of the General Terms and Conditions of the Aparthotel am Südkanal for non-German-speaking guests. In case of differing statements or interpretation possibilities between the original and the translation, only the German General Terms and Conditions in their current version apply.
2. These terms and conditions apply to contracts for the rental of apartments for accommodation as well as all other services and deliveries of the APARTHOTEL provided for the customer.
3. The subleasing or subletting of the rented apartments as well as their use for other than accommodation purposes require the prior written consent of APARTHOTEL.
4. The terms and conditions of the customer shall only apply if this has been agreed in advance and confirmed in writing.

2. CONCLUSION OF CONTRACT, CONTRACT PARTNER, LIABILITY, STATUTE OF LIMITATIONS

1. A contract is only concluded if APARTHOTEL confirms it in writing. For stays without prior registration and for contract extensions at the location, the full invoice amount is due upon conclusion of the contract. If the amount is not paid, APARTHOTEL is entitled to withdraw immediately.
2. The contracting parties are APARTHOTEL and the customer. If a third party has ordered for the customer, he is liable to APARTHOTEL together with the customer as joint debtor for all obligations from the APARTHOTEL admission contract, provided that APARTHOTEL has a corresponding declaration of the third party.
3. APARTHOTEL shall be liable for its obligations under the contract. In the non-typical area of services, APARTHOTEL's liability is limited to intent and gross negligence. 4.
4. This limitation of liability and short limitation period shall also apply in favour of APARTHOTEL in the event of breach of obligations during the initiation of the contract and positive breach of contract.

3. SERVICES, PRICES, PAYMENT, OFFSETTING

1. APARTHOTEL is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to transfer the rental payment confirmed by APARTHOTEL to the account of APARTHOTEL at the latest 28 days before arrival. If the rental payment is not made, APARTHOTEL reserves the right to cancel the booking for the guest at the guest's expense (see 4.2). For short-term bookings, with an advance notice of less than 28 days, the entire travel price is due immediately and must be transferred immediately to the account of APARTHOTEL.
3. The agreed prices include the respective statutory value added tax (VAT). In the event that the statutory VAT changes, APARTHOTEL may adjust the accommodation price accordingly, provided that the customer has not yet arrived and the new VAT is already valid at the time of arrival.

4. APARTHOTEL may also change the prices if the customer subsequently requests changes in the number of guests, the rooms booked, the services or the length of stay of the guests and APARTHOTEL agrees.
5. APARTHOTEL is entitled at its own discretion to demand a security deposit for the rental period. The deposit must be paid in cash on arrival or transferred in advance. The amount of the deposit depends on the age and number of guests as well as the rental period. It is a maximum of 25% of the overnight price but a minimum of € 100,-. The deposit serves APARTHOTEL as security against loss of keys, theft and damage to the inventory. If APARTHOTEL has no objections when moving out, the deposit will also be refunded in cash or by bank transfer in full.
6. The customer can only offset or reduce a claim of APARTHOTEL with an undisputed or legally binding claim.

4. RESCISSION BY THE CUSTOMER (CANCELLATION)

1. A withdrawal of the customer from the contract concluded with APARTHOTEL requires the written consent of APARTHOTEL in accordance with the following conditions. If this does not take place, the agreed price from the contract is to be paid even if the customer does not make use of contractual services. This shall not apply in the event of delay in performance by APARTHOTEL or impossibility of performance for which APARTHOTEL is responsible.
2. If the tenant withdraws from the contract before the 28th day before the start of the rental period, a processing fee of 15% of the agreed overnight price, but at least € 50.00 per apartment, will be charged to him.
3. Cancellation within 28 to 8 days before the start of the rental period will incur a processing and cancellation fee of 50%; cancellation within 7 days to 24 hours before the start of the rental period will incur a processing and cancellation fee of 80% of the agreed overnight price, but at least € 100.00 per apartment.
4. In the event of non-arrival of the trip without APARTHOTEL being notified or cancellation less than 24 hours prior to arrival, a cancellation and processing fee in the full amount of the agreed accommodation price will be charged.
5. If a tenant withdraws from the lease during the bindingly booked stay, APARTHOTEL will not reimburse any accommodation costs, not even pro rata costs.
6. APARTHOTEL has the right to calculate the concrete damage according to § 651 i.BGB analogously, if another renting has not been possible.
7. If the rented property could be rented elsewhere and in full, the handling and cancellation fee shall be reduced to 15% of the rental price, but the fee shall be at least € 50.00 per apartment. The tenant is entitled to prove that APARTHOTEL has incurred lower costs.

5. CANCELLATION BY APARTAPARTHOTEL

1. If a right of withdrawal of the customer has been agreed in writing within a certain period, APARTHOTEL shall be entitled to withdraw from the contract during this period, if there are inquiries of other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon further inquiry of APARTHOTEL.

2. If an agreed advance payment is not made even after expiry of a reasonable grace period set by APARTHOTEL with threat of rejection, APARTHOTEL shall also be entitled to withdraw from the contract (see also 2.1).
3. Furthermore, APARTHOTEL shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if force majeure or other circumstances beyond APARTHOTEL's control make it impossible to fulfil the contract, if Zimmer is held responsible for misleading or false statements of essential facts, e.g. in the person of the customer or the purpose, the APARTHOTEL has good reason to believe that the use of the hotel services may endanger the smooth operation of the business, the safety or the public reputation of the APARTHOTEL without this being attributable to the sphere of control or organisation of the APARTHOTEL or without a violation of the above area of application paragraph 2.
4. The APARTHOTEL must inform the customer immediately of the exercise of the right of withdrawal.
5. APARTHOTEL's justified withdrawal from the contract shall not entitle the customer to claim damages.

6. PROVISION, HANDOVER AND RETURN OF ROOMS

1. The customer has no claim to the provision of a specific apartment. However, APARTHOTEL endeavours to take the customer's wishes into account as far as possible.
2. Booked apartments are available to the customer from 15.00 o'clock of the agreed arrival day. The customer is not entitled to earlier availability, unless this has been confirmed in writing by APARTHOTEL.
3. On the agreed day of departure the apartments are to be vacated by 10:30 a.m. at the latest. Thereafter, APARTHOTEL may charge 50% of the full accommodation price (list price) for the additional use of the room until 6 p.m. in addition to the damage incurred by APARTHOTEL as a result, and 100% from 6 p.m. onwards. The customer shall be at liberty to prove to APARTHOTEL that APARTHOTEL has suffered no loss or a substantially lower loss.
4. The renter is not entitled to include more persons in the rental unit than stated in the respective booking confirmation. In case of violation of this regulation, APARTHOTEL is entitled to cancel the rental contract and to demand a surcharge for overcrowding for the duration of the use contrary to contract.
5. APARTHOTEL rents out furnished apartments. The tenant is requested to treat the rooms and inventory with care. The tenant is obliged to compensate for any damage caused to the rented property during the rental period by the tenant.
6. If a tenant disregards the smoking ban in a non-smoking apartment, APARTHOTEL reserves the right to take measures at the expense of the tenant to repair any damage (e.g. cleaning of all objects and textiles by an outside company etc.). The damage caused by the refurbishment of the apartment for APARTHOTEL due to loss of rental must also be borne by the tenant (contractual partner).

7. LIABILITY OF THE APARTHOTEL

1. The APARTHOTEL is liable for the diligence of a prudent businessman. This liability is in the non-typical area of performance, but limited to defects in performance, damages,

consequential damages or malfunctions which are attributable to intent or gross negligence on the part of APARTHOTEL. Should disruptions or defects in the services of APARTHOTEL occur, APARTHOTEL shall endeavour to remedy them upon knowledge or upon immediate complaint by the customer. The customer is obliged to make all reasonable efforts to remedy the disruption and to keep any possible damage to a minimum.

2. We point out that the liability of APARTHOTEL for loss, destruction or damage of the items brought in by our guests is limited by law in accordance with § 702 BGB to one hundred times the accommodation price for one day, but to a maximum of EUR 3,500.00, for money, securities or valuables to a maximum of EUR 800.00.
3. In order to maintain claims for damages against APARTHOTEL, the guest shall be obliged to report the damage immediately.
4. The unrestricted liability of APARTHOTEL shall be governed by the statutory provisions.
5. If a parking space is made available to the customer in the APARTHOTEL garage or on an APARTHOTEL parking space, even for a fee, no custody contract is concluded as a result. APARTHOTEL shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the APARTHOTEL property and their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of APARTHOTEL.

8. FINAL PROVISIONS

1. Amendments or supplements to the contract, the acceptance of the application or these terms and conditions for APARTHOTEL admission shall be made in writing and confirmed by both parties. Unilateral changes and/or additions are ineffective.
2. Place of performance and payment is Hamburg.
3. Exclusive place of jurisdiction - also for cheque and bill of exchange disputes - in commercial transactions is the registered office of APARTHOTELS - here Hamburg. If a contractual partner fulfils the requirements of § 38 para. 1 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of APARTHOTEL.
4. German law shall apply.
5. Should individual provisions of these GTC be or become invalid or void for APARTHOTEL's admission, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a provision which corresponds in a legally permissible manner to the economic meaning of the invalid provision. Otherwise, the statutory provisions shall apply.

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APARTHOTEL AM SÜDKANAL
Represented by
PlusValia GmbH

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